

PILLY-25,478

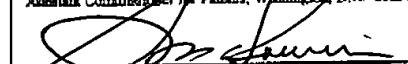
PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Paul Steger  
For: AUTOMATED CHECK VERIFICATION AND TRACKING  
SYSTEM  
Reissue of U.S. Patent No. 5,925,865  
Issued: July 20, 1999

Assistant Commissioner for  
Patents  
**BOX REISSUE**  
Washington, D.C. 20231

**"EXPRESS MAIL" CERTIFICATE**

Number: EL655491496US	
Date of Deposit: <u>7/19/01</u>	
I hereby certify that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" Service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.	
	
Signature of Person Mailing Application	
Gregory M. Howison	
Typed or Printed Name	
<u>7/19/01</u>	
Date of Signature	

CONSENT OF THE ASSIGNEE

Dear Sir:

DCCP, Inc., the Assignee of U.S. Pat. No. 5,925,865, consents to the filing of the above-referenced reissue application for the reissue of U.S. Pat. No. 5,925,865 by Steger.

DCCP, Inc., a corporation of the State of Delaware, is the owner of U.S. Pat. No. 5,925,865 by virtue of an Assignment from the inventor, Paul Steger. The Assignment document was recorded in the records of the U.S. Patent and Trademark Office on July 12, 2000 at reel 010766 and frame 0602.

The original patent application identified above is subject to a terminal disclaimer. To that end, DCCP, Inc., is also the owner of the parent U.S. Patent, U.S. Pat. No. 5,594,226, issued January 14, 1997. Ownership by DCCP, Inc., of this parent U.S. Patent is by way of an assignment recorded in the records of the U.S. Patent and Trademark Office on July 12, 2000 at reel 010766 and frame 0602.

I, William Leftwich, Vice President and Treasurer, the person signing below, state that I am empowered to sign this statement on behalf of the Assignee.

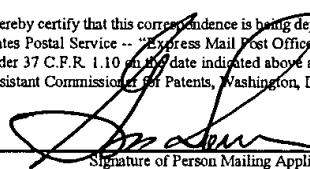
Ownership of the above-identified original patent by the Assignee is established by an Assignment from the inventor, Paul Steger to DCCP, Inc. The Assignment document was recorded in the records of the U.S. Patent and Trademark Office on July 12, 2000 at reel 010766 and frame 0602.

  
\_\_\_\_\_  
William Leftwich  
Title: Vice President and Treasurer  
DCCP, Inc.

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Paul Steger  
For: AUTOMATED CHECK VERIFICATION AND TRACKING SYSTEM  
  
Reissue of U.S. Patent No. 5,925,865  
Issued: July 20, 1999  
  
Assistant Commissioner for  
Patents  
*BOX REISSUE*  
Washington, D.C. 20231

Dear Sir:

<b>"EXPRESS MAIL" CERTIFICATE</b>	
Number: EL655492495US	
Date of Deposit: <u>7/19/01</u>	
I hereby certify that this correspondence is being deposited with the United States Postal Service -- "Express Mail Post Office to Addressee" Service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.	
 Signature of Person Mailing Application	
Gregory M. Howison Typed or Printed Name	
<u>7/19/01</u> Date of Signature	

**REISSUE DECLARATION AND POWER OF ATTORNEY**

I, Paul Steger, declare that:

My residence, Post Office address and citizenship are stated below next to my name.

I am the Paul Steger who was the applicant for U.S. Patent Application, Serial No. 08/863,731 filed May 27, 1997, which issued as U.S. Letters Patent No. 5,925,865 on July 20, 1999. I believe that I am the original, first and sole inventor of the subject matter that is described and claimed in Letters Patent 5,925,865, granted on July 20, 1999, and for which invention I solicit a Reissue Patent on the invention entitled AUTOMATIC CHECK VERIFICATION AND TRACKING SYSTEM, the specification of which is attached hereto.

I have assigned the entire right, title and interest in and to U.S. Letters Patent No. 5,925,865 as well as the U.S. Letters Patent No. 5,594,226 issued January 14, 1997; to DCCP, INC., a corporation of the State of Delaware, as evidenced by the Assignment document executed on March 24, 2000 and recorded in the records of the United States Patent and Trademark Office at reel 010766 and frame 0602 on May 1, 2000.

Acknowledgment of Review of Papers and Duty of Candor

I hereby declare that I have reviewed and understand the contents of the above-identified specification for reissue, including the original patent claims and the newly added claims presented in the Reissue Application.

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me which is material to the patentability as defined in 37 C.F.R. § 1.56.

Claim of Priority

I hereby claim the benefit under 35 U.S.C. § 120 of the United States applications/patents identified as:

- a) U.S. Serial No. 08/863,731 filed May 27, 1997;
- b) U.S. Serial No. 08/679,276 filed July 12, 1996;
- c) U.S. Serial No. 08/523,646 filed September 5, 1995, now U.S. Pat. No. 5,594,226; and
- d) U.S. Serial No. 08/273,372 filed July 11, 1994.

Statement of Inoperativeness

I believe the original patent to be wholly or partly inoperative by reason of the patentee claiming less than the patentee had a right to claim in the original patent.

The error arose because of my failure, and the failure of my patent attorney, to appreciate the full scope of the invention. As a result, claims covering the broader aspect of my invention were not included in the application for the original patent, nor in any amendment thereto.

I declare that all errors which are being corrected in this Reissue Application up to the time of filing of this declaration, arose without any deceptive intention on the part of the applicant.

**Power of Attorney**

I hereby appoint the following attorneys to prosecute this application and transact all business in the U.S. Patent and Trademark Office connected therewith.

Gregory M. Howison	Reg. No. 30,646
Roger N. Chauza	Reg. No. 29,753
Peter J. Thoma	Reg. No. 28,121
Mark W. Handley	Reg. No. 36,821
John J. Arnott	Reg. No. 39,095
Stephen S. Mosher	Reg. No. 33,974
William Gustavson	Reg. No. 29,160

of the firm HOWISON, CHAUZA, THOMA, HANDLEY & ARNOTT, L.L.P., my attorneys with full power of substitution and revocation.

Please send all correspondence in connection with this Reissue Application and any continuations thereof, to:

HOWISON, CHAUZA, THOMA, HANDLEY  
& ARNOTT, L.L.P.  
 P.O. Box 741715  
 Dallas, Texas 75374-1715

**Direct Telephone Calls To:**

Gregory M. Howison  
at (972) 479-0462  
Fax: 972-479-0464  
Atty. Docket No. PHLY-25,478

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the reissue application or any reissue patent issued thereon.

Inventor's Full Name: Paul Steger

Residence: Shorewood, Wisconsin, U.S.A.

Citizenship: U.S.A.

Post Office Address: 2624 E. Shorewood Blvd. Shorewood, WI 53211

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (Assignment) is entered into this 24th day of March, 2000 between Paul Steger, an individual residing at 2624 E. Shorewood Boulevard, Shorewood, Wisconsin 53211 (Assignor) and, DCCP, Inc. a Delaware corporation with offices at 1209 Orange Street, Wilmington, Delaware 19801(Assignee).

WHEREAS, Assignor has covenanted to assign to Assignee certain patents as provided for herein and as identified in Schedule A, attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor hereby warrants that (i) he has the full right and power to make the assignment of the Patents made hereby, including, without limitation, the granted patents and the underlying applications therefor listed on Schedule A hereto, as well as any continuations, divisionals, continuations-in-part, substitutions, additions and changes (collectively, the "Patents"), (ii) to Assignor's best knowledge and belief all of the Patents are valid, subsisting, and enforceable, and (iii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Patents.
2. Assignor hereby grants, assigns, and conveys to Assignee all worldwide right, title, and interest in and to the Patents, including, without limitation, all renewal therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill, if any, of any business which may be associated with and symbolized by each of the Patents.
3. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, to issue or transfer all Patents to Assignee or otherwise as Assignee may direct.
4. Assignor hereby agrees to execute and deliver to Assignee, at Assignor's expense, any further documents, and do any further acts that may be deemed necessary by Assignee to enable Assignee to file, correct, reissue or otherwise perfect title to any Patents. Assignor hereby grants Assignee a Power of Attorney to effectuate this clause in the event that such further documents are not executed by Assignor or further acts are not performed in a reasonable time by Assignor.
5. Upon request and payment of reasonable compensation for his time, Assignor agrees at any time to: (a) communicate to Assignee any facts relating to the Patents and history known to Assignor; and (b) testify as to the same in any interference or other litigation or proceeding when requested to do so by Assignee.

6. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its partners, successors, and assigns, and shall insure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of New York and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

PAUL STEGER

By: Paul Steger

Date: March 24, 2000

By providing the signature below, the Assignee hereby accepts assignment of the Patents.

DCCP, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A

<i>Patent</i>	<i>Country</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Issue Date</i>
5,594,226	U.S.	523,646	9/5/95	1/14/97
5,925,865	U.S.	863,731	5/27/97	7/20/99